

# EXHIBIT A

## ELITE SERVICES CONTRACT

## **CONTRACT**

This contract (the "Contract") entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between SHELBY COUNTY GOVERNMENT, hereinafter referred to as "COUNTY" and ELITE SERVICE GROUP, hereinafter referred to as "CONTRACTOR".

### **WITNESSETH**

**WHEREAS**, the COUNTY has the need for professional janitorial services for the Jail Annex on behalf of the Shelby County Sheriff's Office (the County); and

**WHEREAS**, the COUNTY issued a Request for Proposals ("RFP") Number 16-002-50 on March 8, 2016 and CONTRACTOR responded to said RFP on April 15, 2016; and

**WHEREAS**, the CONTRACTOR has the knowledge and expertise to provide such services; and

**WHEREAS**, on May 19, 2016, the COUNTY selected CONTRACTOR as the successful respondent to provide the janitorial services for the Jail Annex; and

**WHEREAS**, the parties are desirous of entering into a contract setting forth the terms and conditions under which the CONTRACTOR will provide said services.

**NOW THEREFORE**, for and in consideration of mutual promises and covenants herein contained, the parties hereto agree as follows:

#### **I. SCOPE OF WORK**

1. The CONTRACTOR shall provide the services as outlined within the COUNTY's RFP #16-002-50 and CONTRACTOR's response thereto both of which are attached hereto collectively as Exhibit "A" and incorporated herein by reference as if stated verbatim (the "Services"). Notwithstanding, in the event of a conflict or variance in the terms, conditions and requirements of the COUNTY's RFP #16-002-50 and the terms, conditions and promises in the CONTRACTOR's response; the terms, conditions and requirements of the COUNTY's RFP #16-002-50 will take precedence and govern the understanding of the parties.

## **II. TERM AND COMPENSATION**

1. The term of this Contract (the "Term") will commence July 1, 2016 or upon the execution of this Contract and continue through June 30, 2017. The parties shall have the option to renew the agreement for two (2) additional one-year terms ("Renewal Term(s)"), upon mutual written agreement of the parties, but no event shall this Contract extend beyond June 30, 2019.
2. The COUNTY agrees to compensate the CONTRACTOR for the provision of the Services the sum total not to exceed TWO HUNDRED THIRTY-SEVEN THOUSAND, SEVEN HUNDRED NINETY-TWO and 00/100 (\$237,792.00) Dollars (the "Fee") during the Term of this Contract which shall include all reimbursable expenses. Subsequent Renewal Terms shall also not exceed TWO HUNDRED THIRTY-SEVEN THOUSAND, SEVEN HUNDRED NINETY-TWO (\$237,792.00) Dollars annually.
3. The CONTRACTOR shall submit invoices to the COUNTY on a monthly basis for Services performed during the preceding month. Invoices shall be submitted to the address set forth in Paragraph 30 of this Contract to the attention of Shirley Curtis. The COUNTY shall pay such invoices within thirty (30) days of its receipt and approval of said invoices. The COUNTY is not obligated to pay, and will withhold from payment, any amounts the COUNTY has in dispute with the CONTRACTOR based on CONTRACTOR's non-performance or negligent performance of any of the Services under this Contract.
4. CONTRACTOR shall not be permitted or authorized to incur costs beyond the extent that purchase orders have been issued on approved contracts and/or purchases prior to the commencement date, during the term of the contract, and/or subsequent to the termination date of County contracts or purchases without prior, expressly written, appropriate authorization pursuant to County purchasing procedures and rules and regulations. County is not obligated to pay nor shall CONTRACTOR be entitled to receive payments for contract fees and expenses incurred in violation of this provision.

## **III. GENERAL CONDITIONS**

The parties further agree as follows:

1. CONTROL

All Services by the CONTRACTOR will be performed in a manner satisfactory to the COUNTY, and in accordance with the generally accepted business practices and procedures of the COUNTY.

2. CONTRACTOR'S PERSONNEL

The CONTRACTOR certifies that it presently has adequate qualified personnel to perform all Services required under this Contract. All work performed during the Term of this Contract will be supervised by the CONTRACTOR. The CONTRACTOR further certifies that all of its employees assigned to serve the COUNTY have such knowledge and experience as required to perform the duties assigned to them. Any employee of the CONTRACTOR who, in the opinion of the COUNTY, is incompetent, or whose conduct becomes detrimental to the work, shall immediately be removed from association with the Services under this Contract.

3. INDEPENDENT STATUS

- a. Nothing in this Contract shall be deemed to represent that the CONTRACTOR, or any of the CONTRACTOR's employees or agents, are the agents, representatives, or employees of the COUNTY. The CONTRACTOR will be an independent CONTRACTOR over the details and means for performing the Services under this Contract. Anything in this Contract which may appear to give the COUNTY the right to direct the CONTRACTOR as to the details of the performance of the Services under this Contract or to exercise a measure of control over the CONTRACTOR is solely for purposes of compliance with local, state and federal regulations and means that the CONTRACTOR will follow the desires of the COUNTY only as to the intended results of the scope of this Contract.
- b. It is further expressly agreed and understood by CONTRACTOR that neither it nor its employees or agents are entitled to any benefits which normally accrue to employees of the COUNTY; that CONTRACTOR has been retained by the COUNTY to perform the Services specified herein (not hired) and that the remuneration specified herein is considered fees for the Services performed (not wages) and that invoices submitted to the COUNTY by CONTRACTOR for the Services performed shall be on the CONTRACTOR's letterhead.

4. REPORTS

CONTRACTOR shall prepare and submit quarterly reports of its

activities, funded under this Contract, to the originating department and the Contract Administration Department of the COUNTY. The reports shall include an itemization of the use of COUNTY's funds and shall be inclusive of specific Services delivered. Any such reports provided to the COUNTY shall be prepared with the understanding that the COUNTY may make such reports available to the public. The quarterly reports and all books of account and financial records that are specific to the work performed in accordance with this Contract may be subject to audit by the Director of the Division of Administration and Finance of the COUNTY. The COUNTY shall have the right to withhold future disbursement of funds under this Contract and any future Contracts until this provision has been met.

5. TERMINATION OR ABANDONMENT

- a. It shall be cause for the immediate termination of this Contract if, after its execution, the COUNTY determines that:
  - i) Either the CONTRACTOR or any of its principals, partners or corporate officers, if a corporation, including the corporation itself, has pled nolo contendere, or has pled or been found guilty of a criminal violation, whether state or federal, involving, but not limited to, governmental sales or purchases, including but not limited to the rigging of bids, price fixing, or any other collusive and illegal activity pertaining to bidding and governmental contracting; or
  - ii) CONTRACTOR has subcontracted, assigned, delegated, transferred its rights, obligations or interests under this Contract without the COUNTY's consent or approval; or
  - iii) CONTRACTOR has filed bankruptcy, become insolvent or made an assignment for the benefit of creditors, or a receiver, or similar officer has been appointed to take charge of all or part of CONTRACTOR assets.
- b. The COUNTY may terminate the Contract upon five (5) days written notice by the COUNTY or its authorized agent to the CONTRACTOR for CONTRACTOR's failure to provide the Services specified under this Contract.
- c. This Contract may be terminated by either party by giving

thirty (30) days written notice to the other, before the effective date of termination (the "Termination Date"). In the event of such termination, the CONTRACTOR shall be paid for all Services rendered prior to the Termination Date, provided the CONTRACTOR shall have delivered to COUNTY such statements, accounts, reports and other materials as required under this Contract; however, CONTRACTOR shall not be compensated for any anticipatory profits that have not been earned as of the date of the Termination Date. All Services completed by CONTRACTOR prior to the Termination Date shall be documented and tangible work documents shall be transferred to and become the sole property of the COUNTY prior to payment for the Services rendered.

- d. Notwithstanding the above or any section herein to the contrary, CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by CONTRACTOR and the COUNTY may withhold any payments to CONTRACTOR for the purpose of setoff until such time as the exact amount of damages due the COUNTY from CONTRACTOR is determined.

6. COMPENSATION FOR CORRECTIONS

No compensation shall be due or payable to CONTRACTOR pursuant to this Contract for any CONTRACTOR Services performed by the CONTRACTOR in connection with effecting of corrections to the design of the Services, when such corrections are required as a direct result of negligence by the CONTRACTOR to properly fulfill any of his obligations as set forth in this Contract.

7. SUBCONTRACTING, ASSIGNMENT OR TRANSFER

- a. Any subcontracting, assignment, delegation or transfer of all or part of the rights, responsibilities, or interest of either party to this Contract is prohibited unless by written consent of the other party. No subcontracting, assignment, delegation or transfer shall relieve the CONTRACTOR from performance of the Services under this Contract. The COUNTY shall not be responsible for the fulfillment of the CONTRACTOR's obligations to its transferors or subcontractors.
- b. Upon the request of the other party, the subcontracting, assigning, delegating or transferring party shall provide all documents evidencing the subcontract, assignment, delegation or transfer.

8. CONFLICT OF INTEREST

The CONTRACTOR covenants that it has no public or private interest, and will not acquire directly or indirectly any interest which would conflict in any manner with the performance of the Services. The CONTRACTOR warrants that no part of the total Contract Fee shall be paid directly or indirectly to any officer or employee of the COUNTY as wages, compensation, or gifts in exchange for acting as officer, agent, employee, subcontractor or consultant to the CONTRACTOR in connection with any work contemplated or performed relative to this Contract.

9. CONTINGENT FEES

The CONTRACTOR warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that it has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONTRACTOR any fee, commission, percentage, brokerage fee, gift, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the COUNTY will have the right to recover the full amount of such fee, commission, percentage, brokerage fee, gift, or other consideration.

10. EMPLOYMENT OF COUNTY WORKERS

The CONTRACTOR will not engage, on a full, part-time, or any other basis during the Term of the Contract, any professional or technical personnel who are or have been at any time during the Term of the Contract in the employ of the COUNTY.

11. ACCESS TO RECORDS

During all phases of the work and Services to be provided hereunder, CONTRACTOR agrees to permit duly authorized agents and employees of the COUNTY to enter CONTRACTOR's offices for the purpose of inspections, reviews and audits during normal working hours. Reviews may also be accomplished at meetings that are arranged at mutually agreeable times and places. The CONTRACTOR will maintain all books, documents, papers, accounting records, and other evidence pertaining to the Fee paid under this Contract and make such materials available at their offices at all reasonable times during the Term of this Contract and for three (3) years from the date of payment under this Contract for inspection by the COUNTY or by any other governmental entity or agency participating in the funding of this Contract, or any authorized agents thereof. Copies of said records shall be furnished to the COUNTY upon

request.

12. ARBITRATION

Any dispute concerning a question of fact in connection with the work not disposed of by agreement between the CONTRACTOR and the COUNTY will be referred to the Shelby County Contract Administrator or its duly authorized representative, whose decision regarding same will be final.

13. RESPONSIBILITIES FOR CLAIMS AND LIABILITIES

- a. CONTRACTOR shall indemnify, defend, save and hold harmless the COUNTY, and its elected officials, officers, employees, agents, assigns, and instrumentalities from and against any and all claims, liability, losses or damages—including but not limited to Title VII and 42 USC 1983 prohibited acts—arising out of or resulting from any conduct; whether actions or omissions; whether intentional, unintentional, or negligent; whether legal or illegal; or otherwise that occur in connection with or in breach of this Contract or in the performance of the Services hereunder, whether performed by the CONTRACTOR its subcontractors, agents, employees or assigns. This indemnification shall survive the termination or conclusion of this Contract.
- b. CONTRACTOR expressly understands and agrees that any insurance protection required by this Contract or otherwise provided by the CONTRACTOR shall in no way limit the responsibility to indemnify, defend, save and hold harmless the COUNTY or its elected officials, officers, employees, agents, assigns, and instrumentalities as herein provided.
- c. The COUNTY has no obligation to provide legal counsel or defense to CONTRACTOR or its subcontractors in the event that a suit, claim or action of any character is brought by any person not a party to this agreement against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- d. Except as expressly provided herein, the COUNTY has no obligation for the payment of any judgment or the settlement of any claims against CONTRACTOR as a result of or relating to performance of the Services under this Contract.
- e. CONTRACTOR shall immediately notify the COUNTY of any claim or suit made or filed against CONTRACTOR or its



subcontractors regarding any matter resulting from or relating to CONTRACTOR's performance of the Services under this Contract and will cooperate, assist and consult with the COUNTY in the defense or investigation thereof.

14. GENERAL COMPLIANCE WITH LAWS

- a. The CONTRACTOR certifies that it is qualified or will take steps necessary to qualify to do business in the State of Tennessee and that it will take such action as, from time to time, may be necessary to remain so qualified and it shall obtain, at its expense all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of the Services under this Contract.
- b. The CONTRACTOR is assumed to be familiar with and agrees that at all times it will observe and comply with all federal, state, and local laws, ordinances, and regulations in any manner affecting the performance of the Services. The preceding shall include, but is not limited to, compliance with all Equal Employment Opportunity laws, the Fair Labor Standards Act, Occupational Safety and Health Administration (OSHA) requirements, and the Americans with Disabilities Act (ADA).
- c. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this Contract, the CONTRACTOR agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this Contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this Contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.

15. NON-DISCRIMINATION

The CONTRACTOR hereby agrees, warrants, and assures compliance with the provisions of Title VI and VII of the Civil Rights Act of 1964 and all other federal statutory laws which provide in whole or in part that no person shall be excluded from participation or be denied benefits of or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the CONTRACTOR on the grounds of handicap and/or disability, age, race, color,

religion, sex, national origin, or any other classification protected by federal, Tennessee State Constitutional or statutory law. The CONTRACTOR shall upon request show proof of such non-discrimination and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

16. ENTIRE AGREEMENT

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations or agreements, whether oral or written.

17. AMENDMENT

This Contract may be modified or amended only by written instrument signed by both parties.

18. SEVERABILITY

If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part hereof. The remaining provisions of this Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid, or unenforceable provision, there shall be added automatically as a part of this Contract a legal, valid and enforceable provision as similar in terms to such unlawful, invalid or unenforceable provision as possible.

19. NO WAIVER OF CONTRACTUAL RIGHT

No waiver of any term, condition, default, or breach of this Contract, or of any document executed pursuant hereto, shall be effective unless in writing and executed by the party making such waiver; and no such waiver shall operate as a waiver of either (a) such term, condition, default, or breach on any other occasion or (b) any other term, condition, default, or breach of this Contract or of such document. No delay or failure to enforce any provision in this Contract or in any document executed pursuant hereto shall operate as a waiver of such provision or any other provision herein or in any document related hereto. The enforcement by any party of any right or remedy it may have under this Contract or applicable law shall not be deemed an election of remedies or otherwise prevent such party from enforcement of one or more

other remedies at any time.

20. MATTERS TO BE DISREGARDED

The titles of the several sections, subsections, and paragraphs set forth in this contract are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Contract.

21. SUBJECT TO FUNDING

This Contract is subject to annual appropriations of funds by the Shelby County Government. In the event sufficient funds for this Contract are not appropriated by Shelby County Government for any of its fiscal period during the Term hereof, then this Contract will be terminated. In the event of such termination, the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work performed as of the Termination Date.

22. NON-LIABILITY FOR CONTRACTOR EMPLOYEE TAXES

Neither CONTRACTOR nor its personnel are COUNTY's employees, and COUNTY shall not take any action or provide CONTRACTOR's personnel with any benefits and shall have no liability for the following:

- a. Withholding FICA (Social Security) from CONTRACTOR's payments;
- b. Making state or federal unemployment insurance contributions on behalf of CONTRACTOR or its personnel;
- c. Withholding state and federal income tax from payment to CONTRACTOR;
- d. Making disability insurance contributions on behalf of CONTRACTOR;
- e. Obtaining workers' compensation insurance on behalf of CONTRACTOR or CONTRACTOR's personnel.

23. INCORPORATION OF OTHER DOCUMENTS

- a. CONTRACTOR shall provide Services pursuant to this Contract in accordance with the terms and conditions set forth within the COUNTY's RFP #16-002-50 as well as the Response of CONTRACTOR thereto, all of which are

maintained on file within the Shelby County Purchasing Department and incorporated herein by reference.

- b. It is understood and agreed between the parties that in the event of a variance between the terms and conditions of this Contract and any amendment thereto and the terms and conditions contained either within the RFP #16-002-50 or the Response thereto, the terms and conditions of this Contract as well as any amendment shall take precedence and control the relationship and understanding of the parties.

24. CONTRACTING WITH LOCALLY OWNED SMALL BUSINESSES

The CONTRACTOR shall take affirmative action to assure that Locally Owned Small Businesses that have been certified by the COUNTY are utilized when possible as sources of supplies and equipment, construction and services.

25. RIGHT TO REQUEST REMOVAL OF CONTRACTOR'S EMPLOYEES

The COUNTY may interview the personnel CONTRACTOR assigns to COUNTY's work. COUNTY shall have the right, at any time, to request removal of any employee(s) of CONTRACTOR, whom COUNTY deems to be unsatisfactory for any reason. Upon such request, CONTRACTOR shall use all reasonable efforts to promptly replace such employee(s) with substitute employee(s) having appropriate skills and training.

26. INCORPORATION OF WHEREAS CLAUSES

The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

27. DISCLOSURE OF REPORTS, DATA OR OTHER INFORMATION

Notwithstanding anything to the contrary contained herein or within any other document supplied to COUNTY by CONTRACTOR, understands and acknowledges that COUNTY is a governmental entity subject to the laws of the State of Tennessee and that any reports, data or other information supplied to COUNTY by CONTRACTOR due to Services performed pursuant to this Contract is subject to being disclosed as a public record in accordance with the laws of the State of Tennessee.

28. ORGANIZATION STATUS AND AUTHORITY

- a. CONTRACTOR represents and warrants that it is a corporation, limited liability company, partnership, or

other entity duly organized, validly existing and in good standing under the laws of the state of Tennessee; it has the power and authority to own its properties and assets and is duly qualified to carry on its business in every jurisdiction wherein such qualification is necessary.

- b. The execution, delivery and performance of this Contract by the CONTRACTOR has been duly authorized by all requisite action and will not violate any provision of law, any order of any court or other agency of government, the organizational documents of CONTRACTOR, any provision of any indenture, agreement or other instrument to which CONTRACTOR is a party, or by which CONTRACTOR's respective properties or assets are bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under any such indenture, agreement or other instrument, or result in the creation or imposition of any lien , charge or encumbrance of any nature whatsoever upon any of the properties or assets.

## 29. INSURANCE REQUIREMENTS

- a. The CONTRACTOR shall purchase and maintain, in a company or companies licensed to do business in the State of Tennessee, such insurance as will protect the County from claims which may arise out of or result from the CONTRACTOR's operations under the Contract, whether such operations are performed by himself or by any subcontractors or by anyone directly or indirectly employed by any of them, or by anyone for whose acts the CONTRACTOR or subcontractor may be liable.
- b. The insurance required shall be written for not less than any limits of liability specified or required by law, whichever is greater. Shelby County Government, its elected officials, appointees and employees will be named as additional insured. All policies will provide for thirty (30) days written notice to COUNTY of cancellation or material change in coverage provided. If policy terms and conditions do not allow for notice to COUNTY, CONTRACTOR will immediately notify COUNTY and provide evidence of replacement coverage with no lapse. The CONTRACTOR will maintain throughout the life of this Contract insurance, through insurers rated A- or better by A.M. Best, in the following minimum requirements:
  - i) Commercial General Liability Insurance -  
\$500,000.00 limit per occurrence bodily injury and  
property damage/\$500,000.00 personal and

advertising injury/\$1,000,000 General  
Aggregate/\$1,000,000 Products-completed Operations  
Aggregate, indicating the coverage is provided on a  
claims-made or on an occurrence basis. The  
insurance shall include coverage for the following:

- a. Premises/Operation;
- b. XCU coverage, where applicable;
- c. Products/Completed Operations;
- d. Contractual Liability;
- e. Independent Contractors;
- f. Broad Form Property Coverage;
- g. Personal Injury.
- h. Assault & Battery
- i. Sexual Abuse/Molestation

ii) Workers Compensation and Employers' Liability  
Insurance - Workers Compensation statutory limits  
as required by Tennessee. This policy should  
include Employers' Liability Coverage for \$500,000  
per accident.

iii) Business Automobile Liability Insurance  
\$500,000 each accident for property damage and  
personal injury. Coverage is to be provided on all  
owned/leased autos, non-owned autos and hired autos.

iv) Fidelity Coverage - Coverage for contractor and  
its employees for dishonest acts against the  
County and its elected officials, appointees,  
Employees, and members of boards, agencies or  
Commissions - minimum of \$25,000 per occurrence.

c. CONTRACTOR shall provide County with a current copy of  
the Certificate of Insurance at the time of contracting  
and shall maintain said insurance during the entire  
Contract period as well as provide renewal copies on each  
anniversary date. The certificate holder is to read:

Shelby County Government  
Contracts Administration  
County Attorney's Office  
160 N. Main, Suite 950  
Memphis, TN 38103

d. Upon termination or cancellation of any claims-made  
insurance currently in effect under this Contract, the  
CONTRACTOR shall purchase an extended reporting  
endorsement and furnish evidence of same to the County.

e. Any coverage applicable to COUNTY will apply as primary

and non-contributory regardless of any insurance or self-insurance maintained by the COUNTY.

30. NOTICE

Any notices required or permitted to be given under the provisions of this Contract shall be effective only if in writing and delivered either in person to the COUNTY's authorized agent or by First Class or U.S. Mail to the addresses set forth below, or to such other person or address as either party may designate in writing and deliver as herein provided:

COUNTY: Shelby County Sheriff's Office  
201 Poplar Avenue, Memphis, TN 38103  
Memphis, Tennessee 38103  
Attn.: (Shirley Curtis)

and

Shelby County Government  
Contract Administration -  
County Attorney's Office  
160 N. Main St., Suite 950  
Memphis, Tennessee 38103

VENDOR: Elite Service Group  
Attn: Darnell Todd  
6234 E. Shelby Dr.  
Memphis, TN 38141

31. DATA SECURITY

CONTRACTOR warrants to the COUNTY and State that it agrees to meet the spirit and intent of all compliance requirements relating to the content of data accessed. This includes but is not limited to Payment Card Industry (PCI) data, as defined by PCI Security Standard v3.1, Protected Health Information (PHI), as defined under the Code of Federal Regulations, Title 45, Subtitle A, Subchapter C, Part 160, Subpart A, §160.103 (45 C.F.R. §160.103), and Personally Identifiable Information (PII), as defined in the National Institute of Standards and Technology Special Publication 800-122 sections 2.1 and 2.2, in electronic and/or paper format. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance, including, but not limited to, Data Security - Vendor Acknowledgement agreement and Acceptable Use Policy, and to abide by SCG ITS security policies including, but not limited to, the SCG Network Security and Information Security policies.

CONTRACTOR shall apply all vendor-issued security updates for system hardware and software components maintained by the CONTRACTOR within 30 days of issuance.

Upon notification by the COUNTY, the CONTRACTOR shall assure that all vulnerabilities specific to the systems maintained and identified by the COUNTY Approved Scanning Vendor (ASV), using the common vulnerability scoring system (CVSS), as not meeting compliance requirements, including but not limited to PCI Data Security Standards (DSS) and Health Insurance Portability and Accountability Act (HIPAA), are patched, updated, or otherwise modified to assure they meet said compliance requirements.

The CONTRACTOR shall promptly report to Information Technology Security Officer any breaches of Shelby County Government data and will implement immediate, appropriate corrective actions to contain and prevent recurrence.

- i) **HIPAA** - CONTRACTOR warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. CONTRACTOR warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. CONTRACTOR will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.
- ii) **PCI-DSS**-CONTRACTOR warrants to the COUNTY that it is familiar with the requirements established by the Payment Card Industry Security Standards Council for PCI Data Security Standards (PCI-DSS) and will comply with all applicable PCI-DSS requirements in the course of this Contract. CONTRACTOR agrees to indemnify and hold the COUNTY, its officers, employees, and agents, harmless for, from and against any and all claims, causes of action, suits, judgments, assessments, costs (including reasonable attorneys' fees) and expenses arising out of or relating to any breach of COUNTY or COUNTY customer credit card or identity



information due to the CONTRACTOR'S actions.

- iii) **Personally Identifiable Information (PII)** - CONTRACTOR warrants to the COUNTY that it will protect any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information.

**IN WITNESS WHEREOF,** the parties hereto have set their signatures for the purposes contained herein, on the day and date first above written.

**APPROVED AS TO FORM:  
AND LEGALITY:**

**SHELBY COUNTY GOVERNMENT**

\_\_\_\_\_  
Contract Administration/  
Assistant County Attorney

\_\_\_\_\_  
Mark H. Luttrell, Jr., Mayor

**ELITE SERVICE GROUP**

BY: \_\_\_\_\_

TITLE: Owner

CORPORATE ACKNOWLEDGMENT

(NOTE: To be used if the contracting party is a Corporation and is to be placed after the signature lines.)

STATE OF Tennessee  
COUNTY OF Shelby

Before me, the undersigned Notary Public, in and for the State and County aforesaid, personally appeared Donell Todd, with whom I am personally acquainted or proved to me on the basis of satisfactory evidence, and who, upon oath, acknowledged himself/herself to be president or other officer authorized by appropriate Corporate action and/or Resolution to execute the preceding instrument of the \_\_\_\_\_, the within named bargainor, a corporation, and that he as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the corporation by himself/herself as \_\_\_\_\_.

WITNESS my hand and official seal at office this 10th day of June, 2016.

Traci Stewart  
Notary Public

My Commission Expires: 01/22/2018



# EXHIBIT A

## REPONSE TO RFP



**ELITE SERVICE GROUP, INC**

**6234 E SHELBY DR  
MEMPHIS, TN 38141**

**Bid Proposal for:**

**Janitorial Services  
Jail Annex  
Shelby County Sheriff's Office**

**201 Poplar Avenue  
Memphis, TN 38103**

**RFP #16-002-50**

**Bid opening date:**

**Friday, April 15, 2016  
4:00 PM**



## Proposal Response Sheet

## Shelby County Government – Janitorial Services – Jail Annex/RFP # 16-002-50

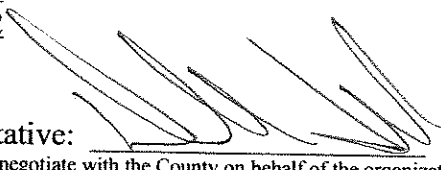
Name of firm: Elite Service Group  
Firm's Website: \_\_\_\_\_

Mailing Address:  
6234 E Shelby Dr.  
Memphis, TN 38141

Remit Address:  
374 Military Rd  
Collierville, TN 38017

Phone: 901-854-5131  
Fax: 901-854-5512

Phone: 901-854-5131  
Fax: 901-854-5512  
Payment Terms: net 30 days

Authorized Representative:   
Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)  
Email address: eliteservice@comcast.net

Print: Donell Todd

Authorized Representative: \_\_\_\_\_  
Signature (Person authorized to negotiate with the County on behalf of the organization/firm.)  
Email address: \_\_\_\_\_

Print: \_\_\_\_\_

The signature (s) above indicates that certifies that:

- (i) the Proposer's signatory is an agent authorized to submit proposals on behalf of the organization/firm;
- (ii) all declarations in the proposal and attachments are true to the best of reasonable knowledge;
- (iii) all aspects of the proposal, including cost, have been determined independently, without consultation with any other prospective proposer or competitor for the purpose of restricting competition;
- (iv) the offer made in the proposal is firm and binding for 180 days after receipt of the proposal by the County; and
- (v) all aspects of this RFP and the proposal submitted are binding for the duration if this proposal is selected and a contract awarded.

Vendor #: AO157 (Required)

EOC#: LOSB-V-0419-26604 (Required)

X Check here if you qualify as a MBE X, HBE \_\_\_\_\_ or WBE \_\_\_\_\_ (Minority, Hispanics or Woman owned Business Enterprise) If so, please indicate the classification below:  
X African American \_\_\_\_\_ Hispanic American \_\_\_\_\_ Asian American \_\_\_\_\_ Native American \_\_\_\_\_ Other \_\_\_\_\_

X Check here if you are a qualified LOSB (Locally owned Small Business) vendor. Certification for this status is received through the EOC Administration. *This is not a self-certifying classification.*



**Proposal Response Sheet**

**Shelby County Government – RFP 16-002-50  
JANITORIAL SERVICES – JAIL ANNEX**

Are you currently in an EOC Teaming Agreement? **NO**

If so please complete the following:

Please name the firm you agreed to team with in order to be qualified to do business with Shelby County Government: N/A

You are aware that part of being approved with a “Teaming Agreement” you agreed to team with the certified LOSB identified on your agreement on “ALL” County projects? N/A

Will this company participate in the completion of services for this proposal? N/A

If not, why? N/A

If you answered no to the above question, is your Teaming LOSB vendor aware that you are bidding on this project for the County? N/A

Have you included another firm to participate in the completion of the services: N/A

If so, who? N/A

(Include the complete business name, address, phone and contact person)

Are they a certified LOSB with Shelby County? N/A Include LOSB# N/A

**\*\*Please note that all of the information contained on this page will be used during the evaluation of the responses\*\***

## Comprehensive Response

Elite Service Group was founded in 1998 by Donell Todd and services the greater Memphis metro area. The level of service that Elite provides is unparalleled in the janitorial industry. Customer satisfaction is Elite's top priority.

Elite Service Group's customer base is made up of general office, industrial, medical, and city/county government office buildings.

Elite Service Group utilizes a hands-on management style. The owner of the company, Donell Todd, is active in the direct supervision of the employees. Cleaning inspections are made bi-monthly to make sure the level of cleaning is up to standard that satisfies both the client and the company. Deficiencies, if any, are corrected within 24 hours when feasible. Customer satisfaction is measured by personal visits with or phone calls to department heads.

Elite Service Group has the available manpower and many years of experience handling contracts of equal or greater size as this one. We have held various janitorial contracts with Shelby County Government for 14 years commencing in 2002.

## **Minimum Requirements**

### **I. Minimum of five (5) years of experience.**

Elite Service Group has provided outstanding janitorial services in the Shelby county area for **seventeen (17) years**.

### **II. Sufficient, Competent, and Skilled Staff able to pass a background check.**

We make every attempt to hire, train, and retain the most competent and skilled staff to perform janitorial services with our company. **Employees of Elite Service Group, Inc. are able to pass a mandatory background check.** The average tenure of Elite Service Group employee is 6.5 years.

### **III. Qualified supervisor necessary for effective and efficient management.**

Elite has qualified and competent supervisory personnel on staff for the effective and efficient management of the cleaning operations.

### **IV. Sufficient supplies and equipment.**

Elite has the supplies and equipment needed to perform the required services. The following equipment will be used to perform the tasks required.

- Carpet extractors
- Commercial vacuum cleaners (backpack vacuums and upright vacuums)
- 20 gal wet-dry vacuum
- 1600 rpm electric floor burnisher
- 2000 rpm electric floor burnisher
- 175/300 rpm electric floor buffer
- Floor scrubbers
- Janitor carts, mop buckets, brooms, mops, etc.

### **V. Appropriate licenses and certifications**

Elite has all applicable licenses and permits required to perform the requested services.

### **VI. Valid EOC number**

Elite Service Group has a current and valid EOC certification # **LOSB-V-0419-26604**



## VII. Title VI requirements

**Elite Service Group does and will continue to abide by and adhere to all Title VI requirements and will provide proof and/or documentation if necessary.** Title VI states that; "No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance." Shelby County Government assures that individuals will not be discriminated against because of race, color, or national origin.

## VIII. Insurance requirements

**Elite Service Group will maintain at least the minimum limits of insurance coverage throughout the term of the contract.** The limits of coverage are listed below:

- 1) *Commercial General Liability Insurance* \$1,000,000 limit per occurrence bodily injury and property damage/\$1,000,000 personal and advertising injury/\$2,000,000 General Aggregate/\$2,000,000 Products-Completed Operations Aggregate. Shelby County Government, its elected officials, appointees, employees and members of boards, agencies, and commissions shall be named as additional insured. The insurance shall include coverage for the following:
  - a) Premises/Operations    b) Explosion, Collapse, & Underground Coverage, if applicable
  - c) Products/Completed Operations    d) Contractual    e) Independent Contractors
  - f) Broad Form Property Coverage    g) Personal Injury
- 2) *Business Automobile Liability Insurance* - \$1,000,000 each accident for property damage and personal injury. Coverage is to be provided on all:
  - a) Owned/Leased Autos    b) Non-owned Autos    c) Hired Autos
- 3) *Workers Compensation and Employers' Liability Insurance* - Workers Compensation statutory limits as required by Tennessee. This policy includes Employers' Liability Coverage of \$500,000 per accident.
- 4) *Employee Dishonesty Coverage* - Minimum of \$25,000 per claim, including Third Party Coverage.

All policies will provide for 30 days' written notice to Shelby County of cancellation or material change in coverage provided. Ten (10) days notice applicable to non-payment of premium.

## Minimum Requirements all areas:

Elite Service Group shall furnish all labor, materials, equipment, and supervision to perform the services required at the frequencies specified. All equipment will be maintained in a satisfactory operative condition.

Elite Service Group shall employ at all times, the quantity and quality of supervision necessary for the effective and efficient management of cleaning operations.

## STAFFING PLAN

Elite Service Group will provide:

- (2) **Two (2) full-time employees** for the **first (1<sup>st</sup>) and third (3<sup>rd</sup>) shifts** and **one (1) full-time and one (1) part-time employee for the second (2<sup>nd</sup>) shift** to cover the 24 hours' period each day for janitorial services.
- (1) **First Line supervisor** (Faye Johnson) to assist make weekly inspections and meet with appropriate personnel to discuss any deficiencies for prompt corrections.

**1st Line Supervisor: Faye Johnson**                      **Phone number to be provided**

**Company Officer: Donell Todd**                      **901-212-8817**

All employees of the successful bidder will wear an employee/employer picture identification badge which will be clearly visible while in the performance of their duties.

- There are no contingencies or modifications.
- **All employees of Elite Service Group will be W-2 employees and not sub-contractors.**
- Staff members will sign in and out each work day
- Trash liners (furnished by Elite Service Group) will be a minimum strength of .35 mil (low density or 8 microns (high density for 24"x33" liners and a minimum strength of .70 mil (low density or 16 microns (high density) for 55 gallon liners. Elite Service Group understands and that ultra-thin liners are not acceptable and will comply.

## **DAILY/NIGHTLY CLEANING SCHEDULE**

### **Public Areas**

### **3 Shifts**

#### **Floors**

- Dust mop all corridors, entrance halls, and lobbies.
- Scrape gum as required.
- Spot mop all floors to remove all foreign matter and spillage.
- Spray buff all entrances and entrance lobbies and public use areas.
- Spot clean carpets as necessary.

#### **Stairwells**

- Sweep stairs and spot mop spillage

#### **Waste Receptacles**

- Empty waste paper receptacles of trash. Replace plastic liners which are furnished by the contractor.
- Remove all trash from the premises daily

#### **Glass Cleaning**

- Clean door glass on the front and administration entrances inside and outside.
- Clean all windows inside and out.

#### **Elevators**

- Sweep and wet mop floors in all elevators
- Clean and disinfect walls and doors with a treated cloth. Damp wipe and dry shine stainless steel railings on back and side walls.
- Spray buff floors daily

#### **Drinking Fountains**

- Wash and disinfect all drinking fountains. Dry shine to prevent spotting.

## **PUBLIC AREAS – WEEKLY**

### **Floors**

- Spray buff corridors once weekly

### **Stairwells**

- Damp wipe all handrails

### **Glass Cleaning**

- Wash door handles and metal framing around entrance door glass

### **Walls**

- Dust all corridor walls up to the ceiling with untreated mop or vacuum. Wash with mild soap and dry with clean cloth. Wash all painted wall surfaces in all corridors around molding, switch plates, floor outlets, doors, drinking fountains and other heavy traffic areas
- Spot wash wall surfaces in all corridors, around light switches, drinking fountains and other heavy trafficked areas.

## **PUBLIC AREAS – QUARTERLY**

All corridor areas, entrances and stairwells are to be scrubbed with a cleaner and recoated with two (2) to four (4) coats of floor finish.

## **PUBLIC AREAS – SEMI-ANNUALLY**

- Dust all corridor walls up to the ceiling with untreated mop or vacuum, wash with mild soap and dry with clean cloth. Wash all office walls, molding, switch-plates, floor outlets and doors, with particular attention being made to black marks, stains and high human contact areas.

## **RESTROOMS – DAILY**

### **Floors**

- Sweep and then mop with disinfectant detergent.

### **Waste Receptacles**

- Empty all trash receptacles. Replace plastic liners where required. Damp wipe all wastepaper receptacles inside and out.
- Empty and disinfect all sanitary napkin receptacles and install new paper or plastic bags

### **Glass Cleaning**

- All mirrors, shelves, and chrome fixtures shall be polished with glass cleaner.

### **Water Closets and Urinals**

- All water closets, seats, and urinals shall be washed inside and out with a disinfectant detergent.
- Seats shall be left in a raised position.
- No acid bowl cleaners are to be used, when necessary, to remove build-up.

### **Walls**

- Walls are to be washed to a height of seventy (70) inches with a disinfectant detergent solution. This includes stall dividers and doors.

### **Wash Basins**

- Shall be cleaned and wiped free of all water marks.
- Scouring powders are not to be used.
- Pipes under wash basins are to be damp wiped and polished dry.  
Bright metal hardware is to be cleaned, rinsed, and dry shined to prevent water spotting.

## **OFFICE AREAS – DAILY**

### **Floors**

- Dust mop all tile floor areas. Chairs are to be properly replaced into knee well of desks.
- Spot mop floors to remove all foreign matter and/or spillage.
- Vacuum all carpeted floor areas
- Spot clean carpets as necessary

### **Waste Receptacles**

- Empty all wastebaskets. Replace plastic liners where required.

### **Dusting and Desk Top Cleaning**

- Dust all office furniture (desks, files, tables, and phones).

## **OFFICE AREAS – WEEKLY**

### **Dusting and Cleaning**

- Dust vertical surfaces of all office furniture, sides of desk, files, tables, etc.

### **Glass Cleaning**

- Damp wipe all clear, opaque or frosted glass in doors, partition, pictures and bookcases.

## **OFFICE AREAS – MONTHLY**

### **Floors**

- Spray buff all tile floor areas

### **Dusting and Desk Top Cleaning**

- Dust all office furniture (desks, files, tables, and phones).

## **OFFICE AREAS – SEMI-ANNUALLY**

### **Dusting and Cleaning**

- Dust or vacuum all walls up to the ceiling.



**PRICING SCHEDULE**  
**Janitorial Services – Jail Annex**  
**RFP #16-002-50**  
**REVISED**

All areas are to be cleaned daily, (7) seven days a week, 24 hours, (3 shifts) including legal holidays proclaimed by Shelby County Government. **This service shall require at least two (2) employees on the first shift, one (1) full-time and (1) part-time employee on the second shift and (2) full-time employees on the third shift to cover the 24 hour period at all times.**

Services to be performed at: 201 Poplar, Jail Annex, in the below listed areas:

<u><b>Location:</b></u>	<u><b>Square Footage:</b></u>
• Lobby to processing window	3,840 sq. ft.
• Vestibule at Entrance	616 sq. ft.
• Corridor to Elevator	1,584 sq. ft.
• Records and Information (R & I)	7,488 sq. ft.
• Fugitive/Hallway, Judicial Commission	7,488 sq. ft.
• Hallway-top of stairs & old visitation	4,024 sq. ft.
• First Floor Visitation Area	1,650 sq. ft.
• Lower Level Visitation Area (by elevator)	<u>1,853 sq. ft.</u>
<b>Total</b>	<b>28,543 sq. ft.</b>

<b>Monthly</b>	<b>Annual</b>
<u><b>\$ 19,816.00</b></u>	<u><b>\$ 237,792.00</b></u>

**\*\*COST FOR CLEANING OF ADDITIONAL FLOOR SPACE, IF NEEDED\*\***

<u><b>Price Per Sq. Ft.</b></u> (General cleaning)	<u><b>\$ .28</b></u>
<u><b>Price Per Sq. Ft.</b></u> (Cleaning plus strip/wax job)	<u><b>\$ .72</b></u>



**REFERENCES**

SHELBY COUNTY SHERIFF'S DEPARTMENT  
JAIL ANNEX  
201 POPLAR AVENUE  
MEMPHIS, TN 38103

SOHEILA KAIL  
901-222-5587

JOLLY ROOFING AND CONTRACTING  
711 CHANEY COVE  
COLLEIRVILLE, TN 38017

TRIP JOLLY  
901-854-5393

T-STAR LUXURY GROUND TRANSPORTATION  
6236 E SHELBY DR  
MEMPHIS, TN 38141

NIKKI WILLIAMSON  
901-853-5466



## **HISTORY**

For over 17 years Elite Service Group has served the janitorial needs of the Memphis Metro Area business community. Our employees have worked very hard in carrying out our goal of providing excellent janitorial service at a reasonable price. This is what makes Elite Service Group a truly great janitorial service provider.

We want your experience with us to be a great one.

## **MISSION STATEMENT**

Our mission is to make a positive difference in the care of your building, primarily through a professionally supported office cleaning system that includes environmentally friendly office cleaning products, advanced office cleaning systems and a quality customer service program that has no equal.